

**IN THE DRAWINGS:**

Please amend the drawings in accordance with the replacement sheets attached hereto with certain figures labeled as "Prior Art." Such drawings have been labeled as "Replacement Sheets."

## REMARKS

Reconsideration and further examination of the subject patent application in light of the present Amendment and Remarks is respectfully requested.

### Remarks Regarding The Drawings

Applicant notes the Examiner's objections to the drawings and has submitted corrected drawings herewith. No new matter has been added.

### Remarks Regarding The Specification

The specification has been amended for purposes of clarity.

### Introductory Remarks Regarding The Claims

Claims 1-8 are currently pending in the application and stand rejected. New claims 9-10 have been added, and the dependency of claims 6-8 have been changed to depend from independent claim 5 or intervening claims.

### Rejection Under 35 U.S.C. §102

Claims 1, 4, 5, and 8 stand rejected under 35 U.S.C. §102(b) as being anticipated by Sawada, as set forth in paragraphs 4-5 of the Office Action. In view of the claims as presently amended, applicant respectfully traverses this rejection.

Independent claims 5 and 8 have been amended to recite that the flexible printed circuit boards and the photoelectric element are connected by a flat contact such that the flexible printed circuit board can be extended from the pins and parallel to the optical axis of the photoelectric elements. Thus, sharp bends are eliminated.

Sawada does not teach or suggest this feature or mention how to implement such a feature. In that regard, Sawada discloses a flexible printed circuit board for carrying the circuit of the entire

module. The integrated circuit element is soldered directly on the flexible printed circuit board so that the control circuit and photoelectric element are all mounted on the board. Because the photoelectric element is fixed on the board through holes, in order to align the optical axis, an almost right angle bend for the flexible printed circuit board is required. This is very disadvantageous because such situations increase resistance mismatch in single lines in high speed single transmissions.

This is in sharp contrast to applicant's claimed invention, which uses a flat contact such that the flexible printed circuit board can be extended from the pins and parallel to the optical axis of the photoelectric elements to avoid sharp bends and keep mismatch at a minimum. Sawada does not teach or suggest such a feature.

Applicant respectfully notes that anticipation focuses on whether a claim reads on the product or process that a prior art reference discloses, not on what the reference broadly "teaches." Kalman v. Kimberly-Clark Corp., 713 F.2d 760, 218 U.S.P.Q. 781 (Fed. Cir. 1983). As the Examiner is aware, each and every element of a claim must be shown in the "four corners" of the reference. "To anticipate a claim, a reference must disclose every element of the challenged claim and enable one skilled in the art to make the anticipating subject matter." PPG Industries v. Guardian Industries, 75 F.3d 1558, 37 U.S.P.Q.2d 1618 (Fed. Cir. 1996).

The element of a flat contact such that the flexible printed circuit board can be extended from the pins and parallel to the optical axis of the photoelectric elements is completely missing in the Sawada. Because at least one significant element of applicant's claimed invention is missing from the device in Sawada, Sawada cannot anticipate applicant's claimed invention. Accordingly, applicant asserts that independent claims 1 and 5 are allowable over Sawada, and that claims

depending from claims 1 and 5, respectively are allowable as depending from allowable base claims.

#### Rejection Under 35 U.S.C. §103

Claims 2, 3, 6, and 7 stand rejected under 35 U.S.C. §103 as being unpatentable over Sawada, as set forth in paragraphs 6-7 of the Office Action. In view of the claims as presently amended, applicant respectfully traverses this rejection.

As the Examiner is aware, it is impermissible to combine the teaching of prior art to produce the claimed invention absent some teaching or suggestion supporting the combination. In re Fritch, 23 U.S.P.Q.2d 1780, 1783 (Fed. Cir. 1992). The Examiner cannot pick and choose features from the prior art to recreate the claimed invention in hindsight without some teaching or suggestion in the references to support use of the particular claimed combination. Smithkline Diagnostics Inc., v. Helena Laboratories Corp., 8 U.S.P.Q.2d 1468, 1475 (Fed. Cir. 1988).

Applicant reasserts the above argument in traversing the Examiner's rejection regarding Sawada. In the present case, Sawada does not teach or suggest the element of a flat contact such that the flexible printed circuit board can be extended from the pins and parallel to the optical axis of the photoelectric elements. Further, there is no motivation in Sawada to do so due to the physical arrangement of the components. Accordingly, applicant submits that the independent claims and claims depending therefrom are patentable in view of Sawada.

#### Closing Remarks

For the foregoing reasons, applicant submits that the subject application is in condition for allowance and earnestly solicits an early Notice of Allowance. Should the Examiner be of the opinion that a telephone conference would expedite prosecution of the subject application, the Examiner is respectfully requested to call the undersigned at the below-listed number.

The Commissioner is hereby authorized to charge any additional fee which may be required for this application under 37 C.F.R. §§ 1.16-1.18, including but not limited to the issue fee, or credit any overpayment, to Deposit Account No. 23-0920. Should no proper amount be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal, or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 23-0920.

Respectfully submitted,

WELSH & KATZ, LTD.

By



Eric D. Cohen  
Registration No. 38,110

August 24, 2005

WELSH & KATZ, LTD.  
120 South Riverside Plaza  
22nd Floor  
Chicago, Illinois 60606  
(312) 655-1500